

Remarks

This Application has been carefully reviewed in light of the Final Office Action dated November 3, 2004. Although Applicant believes all pending claims are allowable without amendment, Applicant has made clarifying amendments to independent Claims 1, 12, 20, and 28, and to dependent Claims 5, 7-8, 16, 18, 24, 26, 29-30, 34-35, and 41-42. At least certain of these amendments are not considered narrowing or necessary for patentability. These amendments place the Application in better form for Appeal and do not require a new search. Applicant therefore respectfully requests that the Examiner enter these amendments. Applicant respectfully requests reconsideration and allowance of all pending claims.

I. The Claims are Allowable over Oracle

The Examiner rejects Claims 1-4, 6, 8, 10-15, 19-23, 27-28, 31-33, and 36-40 under 35 U.S.C. § 102(b) as being anticipated by Oracle EDI – Oracle® e-Commerce Gateway, User's Guide, Release 11i.2, August 2000 ("*Oracle*"). Applicant respectfully disagrees and discusses Claim 1 as an example.

Oracle discloses an e-commerce gateway designed for integration with trading partners and/or EDI translators and for providing an application-to-application integration solution. The gateway is a file-based integration layer between Oracle applications and other external applications. Transaction data originating from an external trading partner is formatted and transmitted to the receiving trading partner. Once received, the data may go through another formatting process (e.g., an EDI translator) resulting in an interface data file based on the standard layout defined in the gateway. The gateway then processes the interface data file and passes the data to the receiving application for additional business rule validation and transaction creation. (Page 1-3)

For inbound transactions, the gateway receives a file from a source in the standard transaction interface data file format defined in the gateway. The gateway then processes the data by first validating the trading partner that sent the transaction against trading partners defined in the gateway. The gateway then processes any enabled code conversion, process rules, and column rules. Transactions that pass process and column rules are mapped and written to specified Oracle applications open interface tables for application-specific business rule validation. (Page 1-3)

For outbound transactions, a user-defined event or an application event signals the gateway to begin the outbound process. The gateway extracts data from the application transaction tables and verifies that the receiving trading partner is authorized to receive the transaction. Code conversion rules are applied to the data, and the data is mapped and written to the transaction interface data file. The format of this file is based on the standard file layout defined in the gateway. (Page 1-4)

As the above summary (and the balance of the *Oracle* reference) makes clear, *Oracle* merely discloses a gateway that: (1) defines trading partner groups and trading partner locations; (2) enables transactions for trading partners; (3) provides general code conversion between trading partner codes or standard codes and the codes defined in Oracle applications; (4) defines interface data files so that applications can integrate with trading partners' applications or EDI translators; (5) for inbound transactions, imports data into application open interface tables so that application program interfaces can validate and update Oracle application tables; and (6) for outbound transactions, extracts, formats, and writes application data to interface data files. (See Page 1-2)

However, *Oracle* fails to disclose, teach, or suggest various limitations recited in Claim 1.

For example, *Oracle* fails to disclose, teach, or suggest "an intelligence module operable to, in response to selection of a transaction document [which are associated with a past transaction] by a party who was not a party to the past transaction associated with the transaction document, create a generic document capable of being used to facilitate a future transaction with at least one of the sellers from the selected transaction document stored in the one or more document repositories, the generic document created from the selected transaction document comprising the selected transaction document with selected information in the selected transaction document made inaccessible in the generic document," as recited in Claim 1 as amended.¹

¹ Certain of the amendments to independent Claim 1 (as well as to other claims) involve amending the phrase "one or more" to the term "a" or "the." Applicant notes that these amendments are not considered narrowing and are made for clarification purposes only. It is well established that the term "a" means "one or more," and Applicant does not intend to depart from that well-established rule. See, e.g., *KCJ Corp. v. Kinetic Concepts*,

In concluding that *Oracle* purportedly discloses this claim element (as it was recited in Claim 1 prior to the amendments presented in this Response), the Examiner states, “OraEDI’s e-commerce gateway is the intelligence module by which [a] data file for [a] shipping notice inbound transaction is imported into [the] database and the payment remittance is created in the outbound transaction where the information of [the] shipping note is different from the payment remittance is equivalent to” the above-recited element of Claim 1. (See Office Action, Page 4) As best as Applicant can determine from the Examiner’s explanation, the Examiner attempts to equate the shipping notice disclosed in *Oracle* with the one or more transaction documents recited in Claim 1 and the payment remittance disclosed in *Oracle* with the one or more generic documents recited in Claim 1. Applicant respectfully submits that *Oracle* does not support this interpretation.

First, the payment remittance (which the Examiner equates with the one or more generic documents recited in Claim 1) is not generic at all. Instead, it is clearly specific to the transaction for which the shipping notice was received. For example, suppose that a shipping notice is received for the shipment of product A from supplier X. The payment remittance generated in response to the shipping notice would also be for product A from supplier X – the same transaction. Thus, there is nothing generic about the generated payment remittance generated by the system disclosed in the *Oracle*, and Applicants respectfully submit that the Examiner’s position to the contrary are unsupportable.

Second, even assuming that the payment remittance disclosed in *Oracle* (which the Examiner equates with the one or more generic documents recited in Claim 1) was generic (which it is not), it is not even clear that the payment remittance is created *from* the shipping notice (which the Examiner equates with the one or more transaction documents recited in Claim 1). Thus, *Oracle* clearly fails to disclose, teach, or suggest “an intelligence module operable to ***create a generic document . . . from the selected transaction document*** stored in the one or more document repositories, the generic document created from the selected transaction document comprising the selected transaction document with selected information

Inc., 223 F.3d 1351, 1356 (Fed. Cir. 2000) (stating that “[u]nless the claim is specific as to the number of elements, the article ‘a’ receives a singular interpretation only in rare circumstances when the patentee evinces a clear intent to so limit the article.”).

in the selected transaction document made inaccessible in the generic document,” as recited in Claim 1 as amended.

Third, *Oracle* fails to disclose, teach, or suggest that “***the generic document created from the selected transaction document compris[es] the selected transaction document with selected information in the selected transaction document made inaccessible in the generic document,***” as recited in Claim 1 as amended. To use the Examiner’s attempted analogy between *Oracle* and the limitations recited in Claim 1, the payment remittance disclosed in *Oracle* (which the Examiner equates with the one or more generic documents previously recited in Claim 1) purportedly created from the shipping notice disclosed in *Oracle* (which the Examiner equates with the transaction documents recited in Claim 1) does not comprise the shipping notice with selected information in the shipping notice made inaccessible in the payment remittance. The fact that the shipping notice in *Oracle* is different from the payment remittance in *Oracle*, as stated by the Examiner (*see* Final Office Action, Page 4), has no bearing on the limitations recited in Claim 1, since it is not even clear that the payment remittance is created from the shipping notice. The payment remittance does not in any way comprise the shipping notice with selected information in the shipping made inaccessible. Thus, *Oracle* clearly fails to disclose, teach, or suggest “***the generic document created from the selected transaction document comprising the selected transaction document with selected information in the selected transaction document made inaccessible in the generic document,***” as recited in Claim 1 as amended.

“A claim is anticipated only if ***each and every element*** as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added); M.P.E.P. § 2131. In addition, “[t]he identical invention must be shown in ***as complete detail*** as contained in the . . . claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989) (emphasis added); *see also* M.P.E.P. § 2131. Furthermore, “[t]he elements must be arranged as in the claim under review.” *In re Bond*, 910 F.2d 831, 832, 15 U.S.P.Q.2d 1566, 1567 (Fed. Cir. 1990); M.P.E.P. § 2131. The distinctions discussed above clearly illustrate that *Oracle* fails to disclose, either expressly or inherently, each and every limitation recited in Applicant’s

Claim 1, as is required under the M.P.E.P. and governing Federal Circuit cases. For this reason alone, the anticipation rejections based on *Oracle* are inappropriate.

For at least these reasons, independent Claim 1 and its dependent claims are allowable over *Oracle*. For at least analogous reasons, independent Claims 12, 20, and 28 and their dependent claims are allowable over *Oracle*. Applicant respectfully requests reconsideration and allowance of independent Claims 1, 12, 20, and 28 and their dependent claims.

II. The Rejected Dependent Claims are Allowable over the Proposed *Oracle-Keller* Combination

The Examiner rejects Claims 5, 7, 9, 16-18, 24-26, 29-30, 34-35, and 41-42 under 35 U.S.C. § 103(a) as being unpatentable over *Oracle* in view of U.S. Publication 2003/0050958 to Keller, et al. ("*Keller*").² Applicant respectfully disagrees.

Claims 5, 7, 9, and 29-30 (which depend from independent Claim 1), Claims 16-18 and 34-35 (which depend from independent Claim 12), and Claims 24-26 and 41-42 (which depend from independent Claim 20) depend from independent Claims 1, 12, and 20, which Applicant has shown above to be clearly allowable over *Oracle*. As discussed in the previous Response and as acknowledged by the Examiner in the Final Office Action (*see* Page 11), *Keller* fails to make up for the deficiencies of *Oracle* with respect to the independent claims. Additionally, Applicant does not admit that it is technologically possible to combine *Oracle* with *Keller* in the manner proposed by the Examiner or that the Examiner has shown the requisite teaching, suggestion, or motivation in these references to combine these references in the manner proposed by the Examiner. Claims 5, 7, 9, 16-18, 24-26, 29-30, 34-35, and 41-42 are allowable for at least these reasons. Furthermore, Claims 5, 7, 9, 16-18, 24-26, 29-30, 34-35, and 41-42 recite further patentable distinctions over the proposed *Oracle-Keller* combination.

² As stated in the previous Response, Applicant reiterates his belief that he could antedate *Keller* based at least on Applicant's date of conception prior to September 10, 2001 (the filing date of *Keller*) and subsequent diligence up to the October 23, 2001 filing date of the Application. While Applicant has chosen not to do so in the present Response due to the clear distinctions between Applicant's independent claims and *Oracle* (as well as *Keller*, as discussed in the previous Response), Applicant reserves the right to antedate *Keller* in a future Response or on Appeal, if appropriate. By not antedating *Keller* at this time, Applicant does not concede that *Keller* qualifies as prior art.

For example, dependent Claim 5, as amended, recites that the intelligence module:

- segments the selected transaction document into one or more sections;
- determines which sections of the selected transaction document are generic and which sections are specific to the past transaction;
- removes from the selected transaction document information in the sections specific to the past transaction to create the generic document capable of being used to facilitate the future transaction; and
- carries forward the generic sections from the selected transaction document into the generic document to protect one or more confidential details in the selected transaction document.

Dependent Claims 16 and 24 recite analogous limitations. Applicant respectfully submits that the proposed *Oracle-Keller* combination fails to disclose, teach, or suggest these limitations.

First, the proposed *Oracle-Keller* combination fails to disclose, teach, or suggest an intelligence module that “determines which sections of the selected transaction document are generic and which sections are specific to the past transaction,” as recited in Claim 5 as amended. The Examiner argues that *Oracle* discloses these limitations, referring to *Oracle*’s disclosure that a selected level of data within a transaction defined by the system disclosed in *Oracle* may differ when compared to the base application tables as data is denormalized. (See *Oracle*, Page 5-3 and Office Action, Page 8) However, this disclosure in *Oracle* in no way discloses, teaches, or suggests an intelligence module that “determines *which sections* of the selected transaction document *are generic* and *which sections are specific to the past transaction*,” as recited in Claim 5 as amended.

Keller fails to make up for these deficiencies of *Oracle*.

Second, the proposed *Oracle-Keller* combination fails to disclose, teach, or suggest an intelligence module that “removes from the selected transaction document information in the sections specific to the past transaction to create the generic document capable of being used to facilitate the future transaction,” as recited in Claim 5 as amended. The Examiner argues that *Oracle* discloses these limitations, relying on Page 7-3 of *Oracle*. In particular, the Examiner states that *Oracle* discloses that “invoice data is deleted from Open Interface tables after invoice data is imported to Payables.” (See Office Action, Page 8) According to *Oracle*, the Payables Open Interface is used to import supplier invoices into the Oracle Payables

system. *Oracle* discloses that a parameter may be selected to “delete the invoice data from the Payables Open Interface tables after the data has been imported into Oracle Payables.” (Page 7-3) Thus, it appears to Applicant that the system disclosed in *Oracle* merely deletes information that is imported from the Payable Open Interface tables used to import that information into Oracle Payables. This disclosure in *Oracle* fails to disclose, teach, or suggest an intelligence module that “removes *from the selected transaction document information in the sections specific to the past transaction to create the generic document capable of being used to facilitate the future transaction*,” as recited in Claim 5 as amended. In other words, there is no generic document created during the import process disclosed in *Oracle* (or at any other point in *Oracle*), and no information in the sections specific to the past transaction is removed from a selected transaction document (associated with the past transaction) to create a generic document capable of being used to facilitate the future transaction, as recited in Claim 1.

Keller fails to make up for these deficiencies of *Oracle*.

Third, the proposed *Oracle-Keller* combination fails to disclose, teach, or suggest an intelligence module that “carries forward the generic sections from the selected transaction document into the generic document to protect one or more confidential details in the selected transaction document,” as recited in Claim 5 as amended. The Examiner acknowledges that *Oracle* fails to teach these limitations. Instead, the Examiner argues that *Keller* discloses these limitations. (See Office Action, Page 8) At the portion of *Keller* on which the Examiner relies, *Keller* merely discloses that a manufacturer can download portions of its own database to a transaction server and that at the transaction server, the data can be partitioned and protected by security techniques so that there is little risk of unauthorized disclosure of one manufacturer’s information to another manufacturer. (See Page 2, Paragraph 15 and Office Action, Page 8) However, this portion of *Keller* clearly fails to disclose, teach, or suggest the creation of a generic document, let alone an intelligence module that “carries forward the generic sections from the selected transaction document [associated with a past transaction and selected by a party who was not a party to the past transaction] into the generic document [in response to selection of the transaction document by a party who was not a party to the past transaction] to protect one or more confidential details in the selected transaction document,” as recited in Claim 5 as amended.

For at least these reasons, Applicant respectfully submits that dependent Claims 5, 16, and 24 are clearly allowable over the proposed *Oracle-Keller* combination.

As another example, dependent Claim 7, as amended, recites that “the intelligence module is further operable to dynamically adjust the information in the sections in the generic document to include current information.” Dependent Claims 18 and 26 recite analogous limitations. The Examiner argues that the EDI Gateway menu shown on Page 5-3 of *Oracle* for navigating the change of interface data files discloses the limitations recited in Claims 7, 18, and 26. (See Office Action, Page 9) Applicant respectfully disagrees. First, as discussed above with reference to independent Claim 1 and dependent Claim 5, *Oracle* fails to disclose, teach, or suggest the creation of any generic document. Second, the cited portion of *Oracle* clearly fails to disclose, teach, or suggest an intelligence module that is further operable to “dynamically adjust the information in the sections in the generic document [capable of being used to facilitate a future transaction] to include current information,” as recited in Claim 7 as amended.

For at least these reasons, Applicant respectfully submits that dependent Claims 7, 18, and 26 are clearly allowable over the proposed *Oracle-Keller* combination.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of dependent Claims 5, 7, 9, 16-18, 24-26, 29-30, 34-35, and 41-42.

III. No Waiver

All of Applicant's arguments and amendments are without prejudice or disclaimer. Additionally, Applicant has merely discussed example distinctions from the references cited by the Examiner. Other distinctions may exist, and Applicant reserves the right to discuss these additional distinctions in a future Response or on Appeal, if appropriate. By not responding to additional statements made by the Examiner, Applicant does not acquiesce to the Examiner's additional statements. The example distinctions discussed by Applicant are sufficient to overcome the Examiner's rejections.

Conclusion

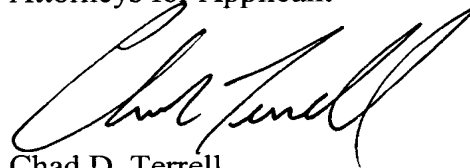
Applicant has made an earnest attempt to place this case in condition for allowance. For at least the foregoing reasons, Applicant respectfully requests full allowance of all pending claims.

If the Examiner believes a telephone conference would advance prosecution of this case in any way, the Examiner is invited to contact Christopher W. Kennerly, Attorney for Applicant, at the Examiner's convenience at (214) 953-6812.

Although Applicant believes no fees are due, the Commissioner is hereby authorized to charge any fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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A handwritten signature in black ink, appearing to read "Chad D. Terrell", is written over the printed name and registration number.

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